UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ANDREA PAPARELLA,	:	18 Civ. 09267 (DAB)
Plaintiff,	:	**AMENDED COMPLAINT WITH JURY DEMAND**
-against-	:	
LIDDLE & ROBINSON, L.L.P., JEFFREY LEW LIDDLE, BLAINE H. BORTNICK, DAVID I. GREENBERGER, JAMES W. HALTER, JAMES R. HUBBARD,	:	
Defendants.	:	

Plaintiff alleges against Defendants: (1) Liddle & Robinson, L.L.P. ("L&R") and Jeffrey Lew Liddle, and (2) Blaine H. Bortnick, David I. Greenberger, James W. Halter, and James R. Hubbard (collectively referred to as the "Non-Liddle Individual Defendants"):

INTRODUCTION

1. This action concerns Plaintiff's tenure at L&R.

2. Throughout her tenure at L&R, Defendants, including Defendants Bortnick, Greenberger, and Halter treated Plaintiff less well than her male peers.[1]

3. Among other things, Plaintiff was paid less than lesser performing and lesser contributing male peers. Bortnick himself specifically decided pay that resulted in Halter receiving more compensation than Paparella in 2013, despite Halter being less qualified than Paparella, working less than her, and contributing less to the firm than her. The actions of Greenberger and Halter contributed to Paparella's less than appropriate pay, given their constant undermining of

[1] This Amended Complaint does not include every single fact supporting Plaintiff's claims. She worked there for years and to do so would be impractical.

her. For example, directing associates not to perform work for her, which resulted in lessening her revenue, which was unequivocally higher than Halter's every single year they were at the firm, and higher than Greenberger's revenue overall, including one year when she was an associate (dramatically higher), and her final year when she stopped being at the firm mid-April 2015, and Greenberger worked the full year at the firm (again, dramatically higher).

4. Plaintiff departed from L&R on April 17, 2015.

5. After Plaintiff's departure from L&R, Defendants failed to pay Plaintiff owed compensation, which Liddle acknowledged was owed to Plaintiff. Defendants Bortnick, Greenberger, and Halter all knew and took action supporting this deprivation. They all knew Paparella's revenue for 2015 and they all knew she was never paid for it, as required by the firm's compensation formula—agreement.

6. In addition to the fees generated by clients whose matters ended before Paparella was no longer at the firm and the fees generated by clients of Paparella who remained at L&R after Paparella left, Defendants worked to deprive Paparella of fees generated by matters started when Paparella was still at L&R but where the clients chose to be represented by Law Office of Paparella, PLLC ("Paparella, PLLC"), and ended with Paparella, PLLC representing them. Defendants had no rightful claim to these fees given the circumstances, and Liddle himself said he would not pursue fees for these, save two large fees for matters he, along with Greenberger and Halter falsely expressed were concluded at L&R (in fact these matters continued for years after Paparella was no longer at the firm). By their actions, Bortnick, Greenberger, and Halter show that they supported pursuing fees belonging to Paparella to which they were not entitled to given the circumstances.

7. Halter was the leader of remaining partners in pressuring Paparella for fees Defendants had no rightful claim to given the circumstances. These were fees paid by clients who had retained Law Office of Paparella, PLLC ("Paparella, PLLC") after Paparella was no longer at L&R. Rather than have L&R pursue wrongful claims and litigation against clients of Paparella, PLLC, Paparella agreed to fee division with L&R.

8. For two specific matters, both Halter and Greenberger expressed that Paparella was not entitled to the relevant large fees because the matters concluded when Paparella was still at the firm. They did not conclude when Paparella was still at the firm and continued for years after. Bortnick, Greenberger, and Halter all also knew that Paparella was entitled to premium pay for certain fees (in addition to the regular formula percentage she was owed), and worked to deprive her of it—she has never been paid the premium pay.

9. Despite working at L&R for less than four months in 2015, Plaintiff was the highest originator of fees for L&R for 2015, after Liddle, with no partner close behind her.

10. After 2015, revenue Plaintiff generated continued flowing in to the firm.

11. Defendants, however, paid Plaintiff $0 for this revenue they all enjoyed, including Bortnick, Greenberger, and Halter.

12. Defendants' gender discrimination is particularly troubling given L&R's focus on employment law and representing plaintiffs in actions like this.

1. In January 2006, Plaintiff Became An L&R Associate.

13. In January 2006, Plaintiff became an L&R associate.

14. Plaintiff had graduated from Cornell Law School in 2003.

15. While she was an associate, there were many examples of gender bias at the firm.

16. Only one of ten partners was female, and this only other female partner worked significantly less with associates than the other all male partners.

17. Men were preferred in pay and assignments. Every male partner enjoyed better working conditions than Paparella, and Bortnick, Greenberger, and Halter all worked to make that true. They all undermined Paparella repeatedly, by propagating a myth that her cases were less valuable to the firm and working to derive her of appropriate support and resources. In fact, as an associate she was performing as a partner, except without the associate support partners enjoyed. As a partner the same was true.

18. Additionally, Paparella was paid less than less qualified non-Italian lawyers. For example, when less qualified Halter who is not Italian joined the firm, he was paid significantly more than Paparella, as was another associate who Halter introduced to the firm who had the same educational background as Paparella but no Plaintiff-side employment experience, like Halter. Similarly less qualified male and non-Italian attorneys enjoyed higher billing rates than Paparella at various times, but after enormous effort that was rectified (in part) and Paparella's rate did then surpass for example Halter's billing rate.

19. The actions of Bortnick, Greenberger, and Halter were constant in this regard, and mere examples are provided here.

20. Bortnick, Greenberger, and Halter, not once, but habitually objected to associates working for Paparella. When Greenberger saw them in her office, he would habitually take action against it. Yet, Liddle himself expressed Greenberger's severe overuse of associate hours and his own hours worked per matter.

21. Bortnick likewise promulgated this myth that Paparella used too many associate hours.

22. Halter, with far less responsibility than Paparella, himself ordered associate work for Paparella to stop.

23. Paparella is not aware of any male partner being treated this way by any other male partner

24. Male partners, including Bortnick, Greenberger, and Halter made these false allegations to Liddle so often that he became exasperated saying that Paparella showed him the time records each time he raised this issue with her, initiated by other partners, and the records refuted the allegation.

25. Derogatory language in reference to female attorneys' appearance was used, including toward Plaintiff. For example, it was suggested to Plaintiff she get a "ladies makeover."

26. While Liddle invited male attorneys to social events, Liddle did not similarly extend such invitations to female attorneys.

27. A birthday cake that was comprised solely of women's breasts was prominently displayed in the kitchen for consumption.

28. As Plaintiff progressed and persevered through the years, despite the adverse working conditions, Liddle assigned Plaintiff more and more cases to handle, as if she was a partner.

29. Plaintiff wholeheartedly worked on these matters that Liddle assigned to her. Liddle remarked outside Plaintiff's presence that Plaintiff repeatedly had made "silk purses out of sows' ears."

30. Plaintiff enjoyed higher responsibility than male peers, and was handling cases as a partner would, but without the title and pay.

31. One male associate griped that he too wanted that responsibility.

32. This male associate told Plaintiff that he had asked Liddle if he too could have case responsibility like Plaintiff. Liddle had responded: "You are not [Plaintiff]," and said that Plaintiff was devoted to her work over everything else in life, and remarked that she might "regret it one day." Liddle was referencing his belief that Plaintiff was prioritizing work over marriage and children.

33. Plaintiff continued to build her business and began originating significant fees—even more than the majority the partners each originated.

34. Plaintiff accomplished this through extreme hard work and many hours.

35. Plaintiff had a uniquely difficult position of handling a partner's caseload, along with an associate caseload with duties to partners, including to Bortnick and Greenberger.

36. While Liddle would assign other associates to assist Plaintiff on cases she was handling as an associate, Non-Liddle Defendants would undermine Liddle's directives and order associates not to do so, including Bortnick and Greenberger, and Halter.

37. Plaintiff was left handling cases that generated fees similar to male partners, but doing so with vastly less resources, including less resources than Bortnick and Greenberger who were partners throughout Paparella's tenure at the firm.

2. By 2010, Liddle Began Telling Plaintiff She Was On Track To Soon Be Partner.

38. By 2010, Liddle began telling Plaintiff she was on track to soon be Partner.

39. Liddle told Plaintiff not to tell Defendant Halter.

40. He said that Halter was not on track for becoming partner.

41. As time continued to pass without the promotion, Liddle indicated a lack of partner support for her promotion.

42. While Liddle frequently commended Plaintiff's work to other partners, the Non-Liddle Defendants worked against her promotion.

43. Mere examples follow.

44. After Plaintiff single-handedly settled a case as an associate for over $1,000,000—a relatively significant amount for the firm—Liddle announced it at a partners' meeting. Immediately after this meeting, rather than being congratulated, Plaintiff was berated by a male partner.

45. This male partner suggested that Plaintiff had misappropriated origination credit. In fact, another partner, not Plaintiff, was the designated originator. Plaintiff merely handled the case for this other lawyer.

46. Plaintiff's $1,000,000 plus settlement as an associate was not the only relatively large settlement she obtained as an associate. She had multiple settlements that she handled without partners that settled for relatively significant amounts for the firm, well above average settlements achieved by partners, other than Liddle. Each year Plaintiff consistently generated substantial revenue on: cases she originated and led; cases Liddle originated and she led; and cases she was assigned to work on with partners, including those which partners had her lead.

47. The collective lesser treatment of Plaintiff by the Non-Liddle Defendants, including by Bortnick, Greenberger, and Halter, however, was regular, and rampant.

48. As another mere example, one day Plaintiff was acting as her client's sole attorney at a mediation in the firm's conference center. She was in a private room with the female mediator and her female client when a male partner barged in demanding that Plaintiff go to his office for another matter. The female mediator objected to this, and the client of course was not happy.

Plaintiff has never before, or after, attended a mediation with such a disruption—she never saw a partner treat a male attorney like this.

49. Male attorneys routinely disrupted Plaintiff's work like this.

50. For example, a male partner insisted an associate in a vehicle to a deposition for a case Plaintiff was handling return to the office. Another male partner in that same case, inserted himself late in the case to take credit for Plaintiff's work.

51. Another male partner—Greenberger—would be visibly bothered every time he saw an associate in Plaintiff's office, because he did not want Plaintiff working with associates, even though Plaintiff was doing so with Liddle's authority. Greenberger repeatedly misrepresented to Liddle throughout the years that Plaintiff was misusing associate time, as did Bortnick. Halter directed associates not to perform work for Paparella, and demeaned her cases and practice, which was absurd given that her revenue and contribution to the firm was dramatically higher than Halter's. Upon information and belief, based on past revenue numbers, Halter's revenue was always a small percentage of Paparella's revenue, including for 2015, when Paparella was only there until mid-April 2015

52. This was a common misrepresentation made about Plaintiff and promulgated by Defendants Bortnick, Greenberger, and Halter.

53. While still an associate, functioning as a partner and an associate, Plaintiff repeatedly told associates to prioritize partners' work, and Liddle's work first.

54. The objective numbers—the associates' hours—show that this common tale was fictional.

3. Plaintiff Became Partner In July 2012.

55. Ultimately, Plaintiff became partner in July 2012. Plaintiff's promotion to partner took much longer in terms of when she graduated law school class than the last two lawyers at L&R made partners.

56. Liddle informed Plaintiff that the one other female partner spoke on Plaintiff's behalf, encouraging her promotion to partner. Bortnick and Greenberger apparently previously opposed it, despite that through the years Bortnick had repeatedly commended her work, staffing her on high profile matters. Bortnick's discriminatory animus is further illustrated by comments he made regarding a female partner Liddle directed Bortnick replace on a matter. This female partner had been managing the case and Bortnick disparaged her work, even though objectively this partner's work was always of a high quality.

57. Finally Paparella was unanimously voted to become partner, at Liddle's urging.

58. When Plaintiff learned she was finally becoming partner, she learned Halter too was being promoted. Halter told Plaintiff he was surprised by his promotion. Plaintiff, however, had for years been waiting for this promotion, which Liddle had suggested unsolicited to her years before. She had been working for it since then, and had been told to campaign for it, due to the objection of partners including Bortnick and Greenberger. While she waited in anticipation, she declined another firm's offer.

59. Not long before the July 2012 promotion, Liddle had suggested that Plaintiff socialize more with the partners in the office. She replied she frequently socialized with colleagues, and concluded to Liddle that if her male colleagues did not then support her promotion, they never would.

60. This was a grueling process for Plaintiff that Halter escaped, enjoying a pleasant surprise of promotion to partner.

61. The circumstances support that Halter was made partner because it would have been embarrassing to have a female who graduated after him made partner and not him, and that had Halter been female he would not have been made partner.

62. The day of the promotion, Liddle promised Plaintiff that she would be paid more than Halter. Plaintiff would have left the firm if she was going to earn less than Halter. Liddle actually told Plaintiff she would be paid more than all the other partners, based on the compensation formula.

63. Paparella and Halter were listed as partners on the firm's letterhead, on the billing rate schedule, and on the website.

64. As a partner, the other partners owed Paparella fiduciary duties of loyalty and honor.

65. Once they were partners, Halter continued trying to marginalize Plaintiff. For example, he supported that a junior associate should get a larger office over Paparella and worked to cause strife between Paparella and this associate over this ridiculous issue.

4. In 2013, The First Full Year Plaintiff And Halter Were Partners, Halter Was Paid Substantially More Than Plaintiff.

66. In 2013, the first full year Plaintiff and Halter were partners, due to Bortnick's pay decision, Halter was paid substantially more than Plaintiff, and the one other female partner.

67. Plaintiff complained to Liddle, and expressed the gender bias.

68. Plaintiff was privy to each partner's compensation per the Schedule K-1, but Liddle nonetheless was adamant that he had not paid Halter more, and that it was the result of Bortnick's decision.

69. Liddle's position was that Halter was paid the same as Plaintiff, and then Defendant Bortnick decided to pay Halter "premium" pay for a case.

70. Even if this "premium" pay was legitimate—it was not—Halter should not have been paid the "same" as Plaintiff before the "premium" pay.

71. There was a compensation formula—an agreement that was supposed to be followed for pay. This is corroborated by the Form K-1 Plaintiff received, which unequivocally documents that Paparella was paid pursuant to a "FORMULA," and she received a certain percentage of "Total Distributive Shares."

72. One factor of the formula was fee origination.

73. That year Halter had originated far less than Plaintiff—about 1% of what Plaintiff originated.

74. In addition to the continued gender disparate pay, Plaintiff's promotion to partner did nothing to curb the Non-Liddle Defendants, including Bortnick, Greenberger, and Halter, from actively thwarting her work and working to marginalize her.

75. A glaring example of the lesser treatment is the firm's website promotion. In October 2013, Defendant Greenberger worked to create a website announcement that all the firm's male partners had been selected to "SuperLawyers." Defendants Bortnick, Greenberger, and Halter all knew that the announcement omitted Plaintiff's selection, and continued to do so even after another male partner not named in this lawsuit pointed out the omission to Greenberger. Plaintiff

also complained of this obvious gender bias, to no avail—it was never corrected. Plaintiff's gender based complaints were widely known by the partners.

76. Similarly, the firm website had otherwise made invisible female achievement. For example, while L&R did recognize male associate contribution on its website, when a female associate had been recognized on its website, Liddle ordered the recognition be deleted.

77. Plaintiff was vacationing internationally when this website slight happened, and during her trip she suffered other negative gender-based treatment. She had requested junior associate assistance to close a settlement deal. Liddle's policy was to expediently close such deals. Plaintiff required a minor amount of associate time to do minor editing to a simple settlement agreement. Halter, however, ordered that the junior associate not perform this work for Plaintiff. Plaintiff was compelled to email Liddle who of course overrode Halter's ridiculous command and ordered the male associate to complete the work Plaintiff had assigned. Plaintiff is not aware of Halter ever doing this to a male partner.

78. It was not just Halter who behaved this way. This type of behavior was constant. After Greenberger yet again ordered an associate from Plaintiff's office, this time a female associate, Plaintiff spoke to him. She told him he should consider the appearance of pulling a female associate out of a meeting with one of the firm's two female partners. The other female partner was known to rarely use associates.

79. Greenberger reported Plaintiff's complaint about Greenberger to Liddle and presented it as if Plaintiff was making a larger discrimination complaint. Liddle who was out of town called Plaintiff, furious, and told her never to speak about discrimination again.

80. The next time Plaintiff saw Liddle, which was not longer after, Liddle realized that Plaintiff had not complained about Liddle, but about Greenberger—solely to Greenberger. Liddle smiled and happily reported to another partner that it was not him Plaintiff had complained about.

5. For 2014, Plaintiff Was Paid More Than Halter, And Indeed Paid On The Higher End of The Spectrum Altogether.

81. For 2014, Plaintiff was paid more than Halter, and indeed paid on the higher end of the pay spectrum.

82. The other female partner, however, was unfairly paid less than male peers. She had been a partner years longer than Halter who was paid more than her.

83. While Plaintiff's pay increased, as it should have, the Non-Liddle Defendants' campaign against her continued. It was a constant struggle that hindered her success and the firm's success.

84. Non-Liddle Defendants, including Bortnick, Greenberger, and Halter, continued to misinform Liddle that Plaintiff was using associate time more than other partners, despite Plaintiff's objective proof—time records—that she was not. Liddle became exasperated by the Non-Liddle Defendants' constant misinformation and told partners that Plaintiff showed him the proof of her defense.

85. The Non-Liddle Defendants who lodged this falsehood were precisely the partners who disproportionately used associate time.

86. While Plaintiff routinely attended depositions, mediations, and court conferences alone, the Non-Liddle Defendants had heavily staffed matters including matters of the same or lesser value than those of Plaintiff when she attended events alone.

87. Nonetheless, Plaintiff had significant achievement in 2014, which Defendants should have applauded as it was good for them too.

88. In November 2014, favorable results in cases Plaintiff was handling and had originated were announced in outside coverage.

89. This very month, however, Liddle verbally attacked Plaintiff in another male partner's office.

90. Liddle's attack was triggered by the lies and negative treatment that the Non-Liddle Defendants continued to propagate, and the firm's precarious financial position.

91. A male associate was leaving the firm and tri-state area. At his exit interview, according to Liddle, he apparently had told Liddle that Plaintiff was good at training and explaining (this was not the only associate to say this about Plaintiff).

92. This associate's departing compliment apparently made Liddle believe the Non-Liddle Defendants' accusation of Plaintiff overusing associates. Liddle surmised that because this associate had complimented Plaintiff's training, Plaintiff had worked with him too much.

93. Liddle went on during this attack to compare Plaintiff to being like "Mary Poppins" in one sentence, saying just because she made things fun did not mean she was doing it right, and in the very next sentence referred to her as a "bull," forcing things her way. These two sentiments are contradictory and gender-biased.

94. Liddle also asked Plaintiff during this attack if it was because she was Italian that she needed to be "so dramatic," when she was not being "dramatic." While Plaintiff's negative experience at L&R is largely based on her identity as a woman, there is support that Liddle treated her less well because of her national origin and religion.

95. Plaintiff objected to Liddle's gender based and national origin based attacks.

96. It became clear to Plaintiff during this November 2014 attack, that the firm was in a precarious financial position, and she offered to Liddle to loan the firm hundreds of thousands of dollars in cash, which he rejected.

97. Around this same time Liddle became irate with Plaintiff for marking herself on a New Matter Sheet as the originator of a case that she had indeed originated. Liddle then re-assigned the matter so that he was in charge of it with Greenberger reporting to him. Greenberger then tried to get Plaintiff to continue working on the case, without credit, in an associate role.[2]

98. Around this time, Liddle said to a male partner that Plaintiff, the youngest partner, was "fat" "ugly," and "middle aged." Liddle also said in reference to Plaintiff that "you cannot manage that woman."

99. Liddle did not just make sex-based comments about Paparella, and he was not the only Defendant to make sex-based comments. For example, Halter once said to Paparella in a derogatory manner something to the effect that she really got a "kick out of [herself]." Paparella never heard Halter make such comments to male partners who expressed happiness when they achieved, and such expressions were common. These kinds of hurtful comments serve to dissuade women from discussing their achievements in the workplace, and serve to undermine their standing. This comment was not a petty slight.

100. Liddle falsely concluded at this time that Plaintiff was planning to leave the firm, perhaps at someone else's suggestion.

[2] This was not the first time that Plaintiff was treated less well than her male peers regarding origination credit. Liddle admitted to Plaintiff of gifting origination credit to a male partner. And Liddle previously deprived Plaintiff of full origination credit and forced her to split it with Liddle when she alone deserved the credit.

101. Plaintiff was certainly capable of successfully starting a firm. She took solace knowing that she was capable of it, and considered it due to the gender-based negative treatment with which she was constantly confronted. But for the lesser treatment based on her gender, she would, however, have remained at L&R, and could have contributed more to the firm.

6. In 2015, Plaintiff Was On Track To Originate More Fees Than Ever Before.

102. In 2015, Plaintiff was on track to originate more fees than ever before.

103. Defendants' gender-based lesser treatment, however, was as bad as ever.

104. In Paparella's final time at the firm, a high fee for Liddle & Robinson, L.L.P. was due to come in from a case Paparella originated, and no other partner at the firm worked on. Although a settlement agreement had already been signed by the Parties at issue, it was beyond Paparella's control to expedite the fee's arrival at the firm. Paparella repeatedly explained this to Jeffrey Liddle, who continued to be furious that the fee Paparella had generated without any other partner's assistance had not arrived. Bortnick then served to demean Paparella by serving as a messenger between Paparella and Liddle over the issue. This meant that Bortnick would routinely question Paparella over the arrival of the fee, Paparella would explain it was beyond her control, and then Bortnick would report Paparella's response to Liddle. Paparella was criticized for this situation, even though nothing could be done to make the fee arrive earlier. Bortnick knew this, but engaged in the fiction that Paparella was at fault. The payment timing Paparella could not control was used to suggest Paparella had done something incorrect. Paparella's female co-counsel, outside of L&R, also explained that nothing could be done to expedite the fee, and that the matter was progressing as normal. Still, Paparella was criticized for something that was beyond her control, when Bortnick should have been applauding the large fee Paparella was bringing into the firm, during a financial crisis.

105. In her final days at the firm, Hubbard directed a female associate that she was not to work on Plaintiff's cases at all anymore; similar instructions were being given to other associates.

7. On April 17, 2015, Plaintiff Began Her Own Firm.

106. On Wednesday, April 15, 2015, Liddle walked into Paparella's office late in the day and said, "It's either you or me, and it's not going to be me," and told her she had to leave the firm by that Friday.

107. Paparella said ok.

108. Liddle then offered Paparella referrals for starting a new firm—referral to a banker, a real estate broker, and a legal malpractice insurance broker. Paparella politely declined these referrals, and Liddle then expressed anger to another partner, saying, "well Paparella doesn't need my help."

109. According to Liddle, Bortnick, Greenberger, and Halter all took part in this decision, which came when: (1) large fees were expected that Paparella had originated; and (2) the firm needed funds and would soon default on loan obligations.

110. Just before this ouster, when a female associate told Paparella that Hubbard had told her she was not to work on any of Paparella's matters, Paparella told the associate that it was not for Hubbard to decide, but for Liddle to decide. Paparella also, exasperated that this was happening in a year she was set to generate more revenue than any other partner other than Liddle (and did so for the firm despite not being there after April 2015), and that she was being singled out for being female, told the associate that this directive was unfair; that she knew how many associate hours she used compared to the other male partners; and that she did not use more than her fair share. Notably, Paparella also tried to utilize associates who were not being utilized and

had low caseloads, in order to avoid this constant obstruction. During her years at L&R Paparella never witnessed other male attorneys being treated this less well way of having associate support abruptly ripped away, which was a common practice with respect to Paparella.

111. Paparella is not aware of any other L&R lawyer forced to leave for a non-performance reason.

112. On April 16, 2015, Plaintiff's mother was scheduled to visit her daughter from Massachusetts. This was an extremely difficult time for Paparella who was suffering enormous emotional distress and turmoil and operating out of the office of the firm she worked at prior to L&R. Paparella's distress caused enormous distress to her mother, who was very worried about her daughter. This would be Paparella's mother's last visit, as she unexpectedly died about two months later.

113. On April 17, 2015, Plaintiff began her own firm.

114. Liddle initially expressed that the firm would not pursue fees from cases where clients followed Paparella. This changed, however, and presumably Defendants Bortnick, Greenberger, and Halter encouraged Liddle to do so. For years after her departure, Halter managed the campaign for such fees.

115. When Paparella was paid her final draw, she was not paid for unused vacation, as required at the firm, and, upon information and belief, was not paid for her work performed on April 16, and 17, 2015. More significantly, Defendants, including Bortnick, Greenberger and Halter deprived Paparella of her share of revenue for 2015 and prior, and Paparella was never paid for revenue in 2015 and prior.

116. Liddle himself by letter acknowledged that Paparella was owed further compensation.

117. To illustrate utter lack of competent transition, In the immediate aftermath of her departure, Plaintiff acted honorably. Defendants did not.

118. The days and weeks that followed were brutal. Plaintiff had the heaviest case load of all the partners and now she had to operate with no attorney support.

119. For example, Plaintiff had just settled one matter and the client strenuously wanted to transfer his matter to Paparella. Plaintiff, however, encouraged him to stay at L&R, L.L.P. as his matter had largely concluded but for a finalized written agreement. Liddle promised to pay Plaintiff a portion of this fee and never did. Defendants did not even pay Plaintiff for the time she spent no longer at L&R, L.L.P. speaking to this client regarding staying at L&R, L.L.P.—thus she worked for free for Defendants.

120. Plaintiff had multiple settlements at the time of her departure, where monies were still due. Defendants never paid Plaintiff for these fees.

121. Defendants never even provided Plaintiff her contacts. She lost the vast majority of the work product she had amassed through thousands of hours, and the ability to stay in touch with former clients and work contacts.

122. While Defendants have provided male attorneys who contributed much less than Plaintiff with extensive severance pay, after receiving extensive notice of being terminated, Defendants paid Plaintiff no severance. Instead Paparella shared fees with Defendants for years, to avoid her clients being sued for fees. Paparella continued for years to pay L&R fees they were not entitled to given the circumstances of Paparella's departure—Defendants engaged in no meaningful transition of Paparella's cases, despite Paparella's request for an appropriate transition, rendering Defendants barred from demanding fees from clients who rightfully followed Paparella. As just one example on the lack of transition, days after she was forced to leave, Paparella had a

mediation for an attorney client, and Defendants' actions thwarted preparing for it. In other cases, Defendants held on to client files to the detriment of the clients. Halter obstructed Paparella from obtaining basic information regarding cases that she was handling at her new firm. He rudely responded to back information needed to draft a Consent Order Granting Substitution, for a case that L&R would then assert Paparella should share substantial fees with and rather than risk L&R suing her client, Paparella agreed to do the unwarranted fee share.

8. Despite Plaintiff's Honorable Actions In The Wake Of Devastation, Defendants Then Tried To Steal Plaintiff's Largest Fees.

123. Defendants then tried to steal Plaintiff's likely largest fees, indicating the immediate reason for throwing Plaintiff out—to steal her compensation.

124. Defendants had sent letters to all Plaintiff's clients explaining they could choose to stay at the firm or become clients of Plaintiff.

125. Defendants, however, did not send that letter out for three certain matters.

126. For one of these matters, Defendants refused to sign a proposed Consent Order Granting Substitution Of Counsel, that in early May Plaintiff and her client had signed and sent to Defendants, via Halter. They also failed to transfer the file. This was not the only file Defendants failed to transfer, hindering Plaintiff's work for clients.

127. It was not until June 26, 2015, days after Plaintiff's mother, enormously stressed over her daughter's departure from a firm she had dedicated herself to for so long, had unexpectedly died and days after Plaintiff had moved into a permanent space, that Defendant sent a letter to Plaintiff, falsely asserting that the "matter was completed . . . other than the receipt of payment."

128. Defendants were claiming entitlement to the entire fees (other than co-counsel's share), and stated they would only transfer the client's file to Plaintiff when they obtained the "outstanding check." This was an incongruous position. If the matter was truly over (it was not), then there would be no need for Plaintiff to have the client's voluminous file.

129. Indeed, it was not true that the "matter was completed."

130. No other partner but Plaintiff would have known if this was true as she was the only partner who substantively worked on this case that she originated. No other partner at the firm had experience with the kind of work the case involved.

131. This case that Defendants ridiculously asserted was over actually concluded in 2017—years later.

132. In their campaign to steal Plaintiff's compensation for this case, when Plaintiff directed her co-counsel not to transfer fees to Liddle but to hold the money in an escrow account until a Court decided who was entitled to the fees, Liddle threatened disciplinary action against Plaintiff and her co-counsel.

133. Greenberger called Plaintiff and declared, just as the letter had, that all the work was done, without any personal knowledge of the matter.

134. For the second of these matters, Defendants declared "there is little additional attorney work to be done on this matter. All that remains is to see if [Client] is going to receive a share of a recovery. As all of the work for this matter was completed through Liddle & Robinson and no work would be required by the Law Office of Andrea Paparella, PLLC, should there be a recovery, Liddle & Robinson should still receive any such recovery and distribute as it would have prior to your departure."

135. Greenberger also declared for this matter that all the work was done, again without any personal knowledge of the matter.

136. More remained to be done on this matter as well. This matter also did not conclude until 2017.

137. For both of the above matters, Plaintiff had she still been at L&R. L.L.P. would have been entitled to the elusive "premium" pay that only male partners ever enjoyed, and was based not on total revenue brought into the firm each year, but rather a lottery like system where if one single case resulted in a fee that was a substantial amount higher than the hourly fee value on the case, "premium" pay would result.

138. Ultimately, Plaintiff and Defendants arrived at an agreement on these above matters, and Plaintiff did not succumb to Defendants' bullying tactics.

139. After Paparella's departure, Liddle expressed fear that Plaintiff would take the best performing associates with her, which discredits an earlier accusation Liddle made (not to Paparella) that the reason he told Paparella she must leave was because of associate demand for it (which is discredited by the fact that Greenberger told Paparella when he was conducting an exit interview of an associate shortly before Paparella's departure that this associate did not have a problem with Paparella but instead had complained about another male partner for whom she had been predominantly working for; this associate did mention, however, that she would have wanted to attend a mediation for which she helped Paparella prepare; Paparella too would have liked her attend, but again, Paparella was not allowed as much associate support for attending such events as were her male partners).

140. When the female associate regarded as the firm's best performing associate left, she explained she was joining a large, national firm. Liddle remarked behind her back that he

believed she was not joining such a firm and was actually going to work with Plaintiff. This was not true.

141. Similarly when another high performing female associate later left, Liddle also made the same remark behind this associate's back. Again this was not true.

9. For 2015, Despite Being At The Firm For Less Than Four Months, Plaintiff Originated More Fees Than Any Other Partner Other Than Liddle.

142. For 2015, despite being at the firm for less than four months, Plaintiff originated more fees than any other partner other than Liddle, and no one was close behind her.

143. Defendants never paid Plaintiff her owed compensation for these fees, despite Liddle's recognition they were owed to Plaintiff.

144. Defendants also tried to steal Plaintiff's fees that had not yet been paid to the firm at the time of her departure.

145. Defendants then had the audacity to ask Plaintiff in August 2015 if she wanted to work on firm matters where Defendants would enjoy a "referral fee of 25%." Given the prohibition against "referral fees" in New York, Plaintiff assumes Defendants meant a work sharing arrangement.

146. In the years following 2015, Defendants continued to enjoy the fees Plaintiff originated while at the firm, without compensating her.

147. Judging by previous years, even though she was not there, Plaintiff's originated fees in the years following 2015 were higher than those of other partners who remained working at the firm.

148. Despite Defendants incredibly suggesting Plaintiff continue generating fees for Defendants, Defendant Bortnick discouraged another partner from working with Plaintiff.

149. Bortnick suggested to another male partner leaving the firm that working with Plaintiff would be bad for this person's career.

150. Bortnick also said to this partner that Plaintiff only took those cases she believed would result in the highest fees and be most financially rewarding for her personally. Paparella is not aware of Bortnick disparaging any male partner in this way.

151. This was an unequivocally false.

152. For example, one client wanted to come with Plaintiff and Plaintiff encouraged him to stay at the firm as the matter was close to done.

153. Plaintiff took another case knowing she was not going to charge the client.

154. These are just two examples.

155. Liddle too disparaged Paparella, to longstanding business relations of hers who were contemplating further business with Paparella. She had represented one in a matter as an associate and achieved a settlement of approximately $750,000. Paparella no longer enjoys this relationship.

156. Defendants' actions caused Plaintiff to lose other clients whose matters were ongoing at the time of her departure. Certain clients that she would have continued representing did not follow her to her new firm.

10. After Plaintiff's Departure, L&R Soon Hired Two Men And Guaranteed Them Compensation Higher Than L&R Had Ever Paid Plaintiff.

157. After Plaintiff's departure, L&R soon hired two men as Counsel and guaranteed them compensation higher than L&R had ever paid Plaintiff. One of these two men was a longstanding colleague of Bortnick, who had co-counseled matters with him. Upon information and belief, Bortnick initiated this male lawyer's tenure at the firm.

158. This was in a time of financial crisis for the firm.

159. Upon information and belief, while Defendants paid each of these two men more than Plaintiff had ever been paid, their combined origination revenue was less than Plaintiff's 2015 origination revenue.

160. Shortly after hiring these men, Defendants promoted a male associate to partner, rendering the ratio of male to female attorneys in senior positions even worse than before Plaintiff had finally become partner. Presumably, Bortnick, Greenberger, and Halter, all supported this decision to promote this associate who was less experienced than Paparella.

11. Now Plaintiff's Compensation Is Now More Than It Ever Was At L&R.

161. Now Plaintiff's compensation is now more than it ever was at L&R.

162. This supports that Defendants woefully underpaid Plaintiff.

163. While Plaintiff's current income is now more than it ever was at L&R, this is not true for 2015, when Plaintiff was forced to start her own firm, and Defendants, including Bortnick, Greenberger, and Halter, misappropriated Plaintiff's compensation, keeping for themselves her substantial originated fees, in excess of what all of the Non-Liddle Defendants each originated that year after a full year of working at the firm and using the firm's resources.

12. All The Individual Defendants Who Are No Longer At L&R Are Now At Firms With Poor Male To Female Attorney Ratios.

164. All the individual Defendants who are no longer at L&R are now at firms with poor male to female attorney ratios.

165. Greenberger works at a firm with 16 attorneys. Two are women.

166. Bortnick and Halter work at a firm that when Plaintiff filed her complaint appeared by its website to have 17 attorneys (including a Foreign Legal Consultant); with four women, one of them being Bortnick's wife. There are nine partners at this firm. Only one is a woman.

167. During Paparella's tenure at L&R Bortnick had even verbally expressed a sex-based animus. Bortnick made his sex-based discriminatory animus clear when he asked Paparella if a certain female client was married. When Paparella said the client was not married, Bortnick said the fact that she was not married was because she had a difficult personality. This client did not have a difficult personality but had certain issues with a certain document. This client was successful in her career, attractive, and approximately 40, and Paparella never heard Bortnick make such a remark about an unmarried man with similar attributes, who took issue in a similar way. Notably, Paparella was only slightly younger than this client, also unmarried, and also expressly characterized by Liddle as "unmanageable."

13. After Plaintiff Served Defendants In This Lawsuit With The Summons And Notice, Bortnick Threatened Plaintiff's Career If She Proceeded With This Lawsuit.

168. After Plaintiff recently served Defendants in this lawsuit with the summons and notice, Bortnick threatened Plaintiff's career if she proceeded with this lawsuit.

169. Bortnick also threatened a male former partner's financial well-being if he did not successfully persuade Plaintiff to drop this lawsuit. This male former partner is not a Defendant in this lawsuit. Bortnick told this former male partner he would include him as a defendant in this case.

170. Bortnick knows this former partner currently works on matters with Plaintiff.

171. Bortnick denied any responsibility for the actions taken against Plaintiff—suggesting he had nothing to do with them, which is objectively untrue.

172. Bortnick also argued that Plaintiff should not expect compensation when Halter is "owed" compensation by the firm for the final period he was at the firm, once again prioritizing over Plaintiff the compensation of Halter who contributed vastly less to the firm than Plaintiff.

173. Bortnick told this other former partner that he would work to make Paparella look bad and thus hurt her career. Bortnick referenced a 2010 decision from a case Paparella handled as an associate, where she defeated in part a motion for summary judgment and obtained a trial for her client. Paparella, like usual, was short-staffed on this matter, and left to prepare the opposition virtually alone, despite the normal staffing at L&R on such motions. Bortnick himself told Paparella she should make a certain decision in that matter which the judge took issue with. In any event Bortnick is now using this matter solely to do what he told this former partner he would do—try to make Paparella look bad and get Paparella to voluntarily dismiss this lawsuit.

174. In fact, Paparella has never lost a motion for summary judgment in terms of failing to get a trial. This cannot be said of all the other L&R male partners.

175. Bortnick too is not perfect. As one example, even though he taught civil procedure, Bortnick had a fundamental service question wrong early on in Paparella's career at the firm, which Paparella corrected, and Bortnick admitted Paparella was correct.

176. Of course it is silly to scrutinize a lawyer's record for mistakes over a long career. Paparella's performance had nothing to do with her ouster in a year that she outperformed all other years, bringing the firm favorable press coverage in areas the firm did not otherwise usually practice in. Any suggestion that this decision from 2010 contributed to Paparella's ouster is a farce an after the fact justification, and obviously pretextual, as Plaintiff went on to become partner after this case, which ended years before Bortnick, Greenberger, and Halter participated in the ouster of Paparella and stealing of her compensation.

177. Bortnick's action constitute unlawful retaliation.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

(Violation Of The New York City Human Rights Law, § 8-107(1)(a), Against All Defendants)

178. Plaintiff repeats and realleges all of the allegations contained herein, as if separately alleged.

179. Plaintiff is a "person" under § 8-102(1) of the New York City Human Rights Law.

180. Defendants are "employers" under § 8-102(5) of the New York City Human Rights Law.

181. Defendants treated Plaintiff less well because of her gender, among other things, paying her less and not paying her at all.

182. Defendants Liddle and L&R treated Plaintiff less well because of her religion and national origin,

183. As a result of Defendants' actions, Plaintiff suffered significant damages, in amounts to be determined at trial.

184. Upon information and belief, Defendants engaged in this conduct with malice and reckless indifference to Plaintiff's protected rights. Plaintiff is therefore entitled to punitive damages.

185. As a result of Defendants' unlawful conduct, Defendants are also liable for attorneys' fees and costs.

SECOND CAUSE OF ACTION

**(Unlawful Retaliation Under
The New York City Human Rights Law, § 8-107(7),
Against All Defendants)**

186. Plaintiff repeats and realleges all of the allegations contained herein, as if separately alleged.

187. Plaintiff is a "person" under § 8-102(1) of the New York City Human Rights Law.

188. Defendants are "employers" under § 8-102(5) of the New York City Human Rights Law.

189. Plaintiff engaged in protected activity under the New York City Human Rights Law by complaining.

190. Defendants retaliated against Plaintiff for engaging in protected activity.

191. As a result of Defendants' actions, Plaintiff has suffered substantial damages, including lost wages and benefits and emotional distress, in amounts to be determined at trial.

192. Upon information and belief, Defendants engaged in this retaliatory conduct with malice and reckless indifference to Plaintiff's protected rights. Plaintiff is therefore entitled to punitive damages under the New York City Human Rights Law.

193. As a result of Plaintiff's unlawful conduct, Defendants are also liable for attorneys' fees and costs.

THIRD CAUSE OF ACTION

**(Interference With Protected Rights Under
The New York City Human Rights Law, § 8-107(19),
Against All Defendants)**

194. Plaintiff repeats and realleges all of the allegations contained herein, as if separately alleged.

195. Defendants' actions violated § 8-107(19) which states:

> Interference with protected rights. It shall be unlawful discriminatory practice for any person to coerce, intimidate, threaten or interfere with, or attempt to coerce, intimidate, threaten or interfere with, any person in the exercise of enjoyment of, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected pursuant to this section.

FOURTH CAUSE OF ACTION

(Liability Based On The New York City Human Rights Law, § 8-107(13)(b), Against Liddle & L&R)

196. Plaintiff repeats and realleges all of the allegations contained herein, as if separately alleged.

197. Defendants Liddle and L&R are liable under § 8-107(13)(b), which states:

> An employer shall be liable for an unlawful discriminatory practice based upon the conduct of an employee or agent which is in violation of subdivision one or two of this section only where:
>
> (1) The employee or agent exercised managerial or supervisory responsibility; or
>
> (2) The employer knew of the employee's or agent's discriminatory conduct, and acquiesced in such conduct or failed to take immediate and appropriate corrective action; an employer shall be deemed to have knowledge of an employee's or agent's discriminatory conduct where the conduct was known by another employee or agent who exercised managerial or supervisory responsibility; or
>
> (3) The employer should have known of the employee's or agent's discriminatory conduct and failed to exercise reasonable diligence to prevent such discriminatory conduct.

198. Defendants Liddle and L&R knew of the discriminatory conduct, and acquiesced in such conduct and failed to take immediate and appropriate corrective action.

FIFTH CAUSE OF ACTION

(Violation Of The New York Labor Law: Sections 191, and 198(c), Against All Defendants)

199. Plaintiff repeats and realleges all of the allegations contained herein, as if separately alleged.

200. Defendants violated the New York Labor Law by depriving Plaintiff of owed compensation, including commission pay and vacation pay.

201. When Plaintiff complained to Liddle of the failure to pay her owed commission pay, Defendants retaliated against her.

202. As a result of Defendants' violations of the New York Labor Law, Plaintiff has suffered damages by failing to receive her lawful wages.

203. Defendants' actions in failing to compensate Plaintiff in accordance with the NYLL were not in good faith.

204. In addition to the unpaid wages, Plaintiff is entitled to liquidated damages, prejudgment interest, and attorney's fees, all to be determined at trial.

SIXTH CAUSE OF ACTION

(Breach of Contract, Against All Defendants)

205. Plaintiff repeats and realleges all of the allegations contained herein, as if separately alleged.

206. Plaintiff and Defendants had agreements which Defendants breached.

207. For example, an agreement governed Plaintiff's compensation.

208. Plaintiff performed pursuant to this agreement.

209. Defendants failed to perform—Defendants failed to pay Plaintiff the agreed compensation.

210. Plaintiff has been damaged by Defendants' breaches, in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION

(Promissory Estoppel)

211. Plaintiff repeats and realleges all of the allegations contained herein, as if separately alleged.

212. Defendants made promises to Plaintiff.

213. Plaintiff relied on these promises to her detriment.

214. One such promise was that pay was based on a formula, and factors included in the formula included hours worked and fee origination.

215. Defendants should have expected Plaintiff to rely on these promises and that she would suffer to her detriment if Defendants failed to fulfill these promises.

216. Plaintiff's reliance resulted in an injustice which can be cured only by enforcement of these promises.

EIGHTH CAUSE OF ACTION

(Breach of Fiduciary Duty)

217. Plaintiff repeats and realleges all of the allegations contained herein, as if separately alleged.

218. Plaintiff had a fiduciary relationship with Defendants, and owed her fiduciary duties.

219. These fiduciary duties included, but are not limited, to: (i) a duty of full disclosure; (ii) a duty to refrain from acting "malevolently" or in "bad faith," solely for their own gain, and in a manner not contemplated by their agreement; (iii) a duty to exercise an "extreme measure of candor, unselfishness, and good faith;" (iv) a duty not to act for the aggrandizement or undue advantage of themselves to the exclusion or detriment of Plaintiff; (v) a duty of loyalty; and (vi) a duty not to engage in oppressive actions towards Plaintiff.

220. Defendants engaged in misconduct with respect to Plaintiff.

221. Defendants wantonly, intentionally, and maliciously breached the fiduciary duties they owe Plaintiff.

222. Rather than act in good faith and with "extreme candor and unselfishness," Defendants, among other things, failed to pay Plaintiff any compensation due her for her contributions in 2014, 2015, and beyond; deprived her of "premium" pay; and took actions intentionally designed to cause Plaintiff severe financial, and career harm.

223. Plaintiff suffered damages directly caused by Defendants' conduct.

224. Defendants' conduct has caused Plaintiff substantial economic injury.

225. Accordingly, Plaintiff seeks damages against Defendants, jointly and severally, in an amount to be determined at trial.

NINTH CAUSE OF ACTION

**(Unjust Enrichment / Quantum Meruit,
Against All Defendants)**

226. Plaintiff repeats and realleges all of the allegations contained herein, as if separately alleged.

227. Plaintiff in good faith performed services to Defendants.

228. Defendants accepted Plaintiff's services.

229. Plaintiff expected compensation for her services.

230. Defendants owe Plaintiff the reasonable value of her services.

231. Defendants benefitted at Plaintiff's expense and equity and good conscience require restitution.

TENTH CAUSE OF ACTION

(Violation of the New York Equal Pay Act (Section 194 of the New York Labor Law, Against All Defendants)

232. Under the theory of quantum meruit, equity and good conscience, Defendants jointly and severally are obligated to disgorge their unjust gains and provide restitution to Plaintiff with the value of her services, plus interest and costs, all in amounts to be determined at trial.

233. Plaintiff repeats and realleges all of the allegations contained herein, as if separately alleged.

234. Because of Plaintiff's gender Defendants caused L&R and Liddle to pay Plaintiff less than her male peers for equal work that required equal skill, effort and responsibility, and was performed under similar working conditions.

235. Because of Plaintiff's gender she was paid less, even when she performed greater work that required more skill, effort and responsibility, and was performed under worse working conditions.

236. Defendants caused Plaintiff damages, in an amount to be determined at trial.

ELEVENTH CAUSE OF ACTION

(Prima Facie Tort, In The Alternative, Against All Defendants)

237. Plaintiff repeats and realleges all of the allegations contained herein, as if separately alleged.

238. Defendants committed "a clear intentional wrong."

239. Defendants caused "apparent and foreseeable harm to plaintiff."

240. Defendants acted "without excuse or justification."

241. To the extent Defendants can establish they took their actions against Plaintiff not for their own gain, and not because of unlawful discrimination, but rather with "disinterested malevolence," meaning that their "conduct was . . . done with the sole intent to harm," Plaintiff has a prima facie tort claims.

242. Defendants caused Plaintiff special damages, in that they deprived Plaintiff of measurable compensation, which can be measured with L&R's records, in an amount to be determined at trial.

TWELFTH CAUSE OF ACTION

(Tortious Interference With Contractual Relations, Against All Defendants)

243. Plaintiff repeats and realleges all of the allegations contained herein, as if separately alleged.

244. Plaintiff had a valid contract with L&R, and the other Defendants who all agreed to be paid pursuant to a formula.

245. The individuals Defendants intentionally and improperly procured a breach of that contract.

246. The breached caused Plaintiff damages, in an amount to be determined at trial.

THIRTEENTH CAUSE OF ACTION

(Tortious Interference With Prospective Business Relations, Against All Defendants)

247. Plaintiff repeats and realleges all of the allegations contained herein, as if separately alleged.

248. Plaintiff had profitable business relationships that Defendants knew about and intentionally interfered with through the use of "dishonest, unfair, improper [and] wrongful means," cause Plaintiff damages.

249. Plaintiff had a reasonable probability of entering into further business relationships with parties.

250. Defendants, acting solely out of malice and by using improper means and breaching their fiduciary duty, interfered with Plaintiff's business relationships by disseminating false and misleading and malicious information to Plaintiff's existing relationships about Plaintiff and why she was no longer at the firm. By their tortious conduct, Defendants caused Plaintiff severe financial damage.

251. Defendants' tortious conduct was willful, wanton, and malicious and as such warrants the imposition of punitive and exemplary damages.

252. Accordingly, Plaintiff seeks an award against all Defendants, jointly and severally, of all damages flowing from the tortious conduct set forth above, plus interest, costs, and all other damages to be determined at trial.

JURY DEMAND

253. Plaintiff hereby demands a jury trial to resolve these claims.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff requests that this Court grant judgment awarding him the following relief:

1. back-pay, including all lost pay and benefits;
2. reinstatement or front pay in lieu of reinstatement;
3. liquidated damages;
4. pre- and post-judgment interest;
5. compensatory damages for severe emotional distress, anguish, suffering and pain;
6. punitive damages;
7. attorneys' fees and costs; and
8. all relief this Court deems just and reasonable.

Dated: New York, New York
February 14, 2019

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